

Kenneth A. Gallo (*pro hac vice*)  
Paul D. Brachman (*pro hac vice*)  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
2001 K Street, NW  
Washington, DC 20006-1047  
Telephone: (202) 223-7300  
Facsimile: (202) 204-7420  
Email: kgallo@paulweiss.com  
Email: pbrachman@paulweiss.com

William B. Michael (*pro hac vice*)  
Crystal L. Parker (*pro hac vice*)  
Daniel A. Crane (*pro hac vice*)  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Telephone: (212) 373-3000  
Facsimile: (212) 757-3990  
Email: wmichael@paulweiss.com  
Email: cparker@paulweiss.com  
Email: dcrane@paulweiss.com

Joshua Hill Jr. (SBN 250842)  
**PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP**  
535 Mission Street, 24th Floor  
San Francisco, CA 94105  
Telephone: (628) 432-5100  
Facsimile: (628) 232-3101  
Email: jhill@paulweiss.com

*Attorneys for Defendant Intuitive Surgical, Inc.*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

SURGICAL INSTRUMENT SERVICE  
COMPANY, INC.,

*Plaintiff,*

v.

INTUITIVE SURGICAL, INC.,  
*Defendant.*

Case No. 3:21-cv-03496-AMO

**DECLARATION OF KARA  
ANDERSEN REITER IN SUPPORT  
OF OMNIBUS SEALING MOTION  
IN CONNECTION WITH  
DEFENDANT'S MOTION FOR  
LIMITED SUPPLEMENTAL  
DISCOVERY**

The Honorable Araceli Martínez-Olguín

1 I, KARA ANDERSEN REITER, declare as follows:

2 1. I am Senior Vice President, Litigation and Employment Law, at Defendant  
3 Intuitive Surgical, Inc. (“Intuitive”). I have personal knowledge of the facts set forth herein, and  
4 if called to testify, I could and would testify competently hereto.

5 2. On November 8, 2022, Intuitive entered into a settlement agreement with Rebotix  
6 Repair LLC (“Rebotix”), to settle the lawsuit captioned *Rebotix Repair LLC v. Intuitive Surgical,*  
7 *Inc.*, No. 8:20-cv-2274-T-33TGW (M.D. Fla.) (the “Rebotix Settlement Agreement”). Dkt. 245-

8 2.

9  
10 3. On January 23, 2023, Intuitive entered into a settlement agreement with Restore  
11 Robotics LLC and Restore Robotics Repairs LLC (collectively, “Restore”), to settle the lawsuit  
12 captioned *Restore Robotics LLC et al. v. Intuitive Surgical, Inc.*, No. 5:19-cv-00055-MCR-MJF  
13 (N.D. Fla.) (the “Restore Settlement Agreement”). Dkt. 245-3.

14 4. The Rebotix Settlement Agreement and Restore Settlement Agreement each  
15 includes a confidentiality provision requiring that the terms of the Agreement be kept  
16 confidential (the “Confidentiality Provisions”). Dkt. 245-2 (Rebotix Settlement Agreement)  
17 ¶ 4.1; Dkt. 245-3 (Restore Settlement Agreement) ¶ 4.1. The parties to each Agreement engaged  
18 in confidential settlement discussions and negotiated for these Confidentiality Provisions, which  
19 appear in the final Agreements. Intuitive accordingly treats these Agreements as highly  
20 confidential.  
21

22 I declare under the penalty of perjury under the laws of the United States that the  
23 foregoing is true and correct.

24 Dated: September 17, 2024

25 By: 

26 KARA ANDERSEN REITER  
27  
28

**FILER'S ATTESTATION**

I, Kenneth A. Gallo, am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that the signatory identified above has concurred in this filing.

Dated: September 17, 2024

By: /s/ Kenneth A. Gallo  
Kenneth A. Gallo

Kenneth A. Gallo (*pro hac vice*)  
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GARRISON LLP**  
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Washington, DC 20006-1047  
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Facsimile: (202) 204-7420  
Email: kgallo@paulweiss.com

*Attorney for Defendant  
Intuitive Surgical, Inc.*